

31 August 2001

All Potential Offerors:

Although this solicitation is available for on-line review and download, the Government will not accept hard (paper) copy proposals from offerors. The Government will **only accept** electronic proposals as specified in Section L, paragraph 2.1.1.

If you choose to offer on this solicitation, the electronic files required for your offer will be emailed to you upon request. Please contact the following individuals, via email, for copies of those files:

rcmorton@us.med.navy.mil
jldraper@us.med.navy.mil
wlgaybill@us.med.navy.mil

The Government prefers requests for these files via email but will honor telefax or written requests. The offeror is ultimately responsible for the accuracy of an email address. Please include the company's complete business name, address, point of contact and telephone number within your email so that you may be contacted if a transmission problem occurs. One email request will be honored per requesting organization.

If you have not received these files within 72 hours of your email request (weekends considered), call the individual listed in the on-line solicitation, Section L.

Once these files are sent to you, you must provide a response to the Government's email, within 48 hours (weekends considered) via email only, stating that you have successfully RECEIVED AND REVIEWED the files and that they are readable and usable. Your lack of an email response or your failure to categorically state, "I/We have received and reviewed the electronic files and they are readable and usable" may preclude your receipt of subsequent copies of amendments to the solicitation. These amendments, if issued, may cause your proposal content to change, may clarify solicitation language and/or may accelerate or delay required submission dates.

Once you have acknowledged receipt of the electronic files, any/all amendments to the solicitation will also be emailed to you.

Changes to email addresses should be sent to the email address above. However, do not send offeror's questions regarding the language, Government's intent, or clarification to the email address above. This address is a clearinghouse for sending electronic files only and **will not** respond to offeror's questions. Offeror's questions should be addressed the individual listed in the on-line solicitation, Section L, paragraph 4.

/signed/

JUDY L. DRAPER
Contracting Officer

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NUMBER N62645-01-R-0013		2. <i>(X one)</i> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td>a. SEALED BID</td> </tr> <tr> <td style="text-align: center;">X</td> <td>b. NEGOTIATED <i>(RFP)</i></td> </tr> <tr> <td></td> <td>c. NEGOTIATED <i>(RFQ)</i></td> </tr> </table>			a. SEALED BID	X	b. NEGOTIATED <i>(RFP)</i>		c. NEGOTIATED <i>(RFQ)</i>
	a. SEALED BID										
X	b. NEGOTIATED <i>(RFP)</i>										
	c. NEGOTIATED <i>(RFQ)</i>										

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation *(including attachments)*. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE *(Complete mailing address, including ZIP Code)*
 Naval Medical Logistics Command
 ATTN: Mrs. Robin Morton, Code 02
 1681 Nelson Street
 Ft. Detrick, MD 21702-9203

4. ITEMS TO BE PURCHASED *(Brief description)*
 ER Physician and Physician Extenders Services for the National Naval Medical Center, Bethesda, MD.

5. PROCUREMENT INFORMATION *(X and complete as applicable)*

X	a. THIS PROCUREMENT IS UNRESTRICTED			
	b. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING <i>(X one)</i> . <i>(See Section I of the Table of Contents in this solicitation for details of the set-aside.)</i>			
	<table style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">(1) Small Business</td> <td style="width: 33%; text-align: center;">(2) Labor Surplus Area Concerns</td> <td style="width: 33%; text-align: center;">(3) Combined Small Business/Labor Area Concerns</td> </tr> </table>	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns
(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns		

6. ADDITIONAL INFORMATION

SINGLE AWARD: NMLC intends to award a Firm Fixed Price personal services contract resulting from this solicitation. **NOTE: The Acceptance Period to be inserted in block 12. of SF33 is "120 calendar days".**

Offerors must propose prices for CLINS 0001 through 0002.

SEE SECTION L, PARAGRAPH 6, FOR PRE-PROPOSAL CONFERENCE.

NOTE: Before submitting a proposal in response to this solicitation, a prospective offeror is encouraged to investigate the potential tax consequences should they elect to perform the resulting contract by using subcontractors in lieu of individuals carried by their payrolls. Under this RFP, the Navy does not dictate whether the individual health care workers provided would be classified by the successful offeror as "independent contractor" or "employees" for federal tax purposes. This determination shall be made solely by the offeror. SEE ALSO SECTION I, LIMITATIONS ON SUBCONTRACTING (FAR 52.219-214). If subsequent to award, the successful offeror's determination is challenged, this shall be a matter to be resolved between the offeror and the Internal Revenue Service (IRS). The Navy will not consider favorably any request for equitable adjustment to the contract based upon the successful offeror's receipt of an adverse decision by the IRS.

NOTE: See cover letter for further instructions on the requirement for electronic proposal submission.

7. POINT OF CONTACT FOR INFORMATION

a. NAME <i>(Last, First, Middle Initial)</i> Morton, Robin C.	b. ADDRESS <i>(Include Zip Code)</i> NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET FT. DETRICK, MD 21702-9203
c. TELEPHONE NUMBER <i>(Include Area Code and Extension) (NO COLLECT CALLS)</i> 301-619-3121	

8. REASONS FOR NO RESPONSE <i>(X all that apply)</i>					
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT	
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/>	e. OTHER <i>(Specify)</i>				
9. MAILING LIST INFORMATION <i>(X one)</i>					
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.	
10. RESPONDING FIRM					
a. COMPANY NAME			b. ADDRESS <i>(Include Zip Code)</i>		
c. ACTION OFFICER					
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>		(2) Title		(3) Signature	
(4) Date Signed <i>(YYMMDD)</i>					

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
N62645-01-R-0013	
DATE (YYMMDD)	LOCAL TIME

TO

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING J	PAGE OF PAGES 1 51	
2. CONTRACT NO.		3. SOLICITATION NO. N62645-01-R-0013		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 29 Aug 2001	6. REQUISITION/PURCHASE NO. N0016802RCH1101	
7. ISSUED BY NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET CODE 02 FORT DETRICK MD 21702-9203 TEL: 301-619-2061 FAX: 301-619-2925			CODE N62645	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>1681 Nelson St, Frederick MD</u> until <u>15 00</u> local time <u>30 Sep 2001</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME ROBIN C. MORTON		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-619-3121		C. E-MAIL ADDRESS rcmorton@us.med.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM		2	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		11	X	J	LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		21	X	K	REPRESENTATIONS, CERTIFICATIONS AND
X	F	DELIVERIES OR PERFORMANCE		23			OTHER STATEMENTS OF OFFERORS
X	G	CONTRACT ADMINISTRATION DATA		26	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		28	X	M	EVALUATION FACTORS FOR AWARD
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ER Physician FFP - The contractor shall provide Emergency Medicine Physician services on behalf of the Government at the National Naval Medical Center, Bethesda, MD in accordance with Section C. PURCHASE REQUEST NUMBER N0016802RCH1101				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ER Physician FFP - Base period -- 01Dec 01 - 30 Sep 02 PURCHASE REQUEST NUMBER N0016802RCH1101	4,546.00	Hours		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	ER Physician FFP - Option Period I -- 01Oct 02 - 30 Sep 03	6,010.00	Hours		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	ER Physician	6,034.00	Hours		
	FFP - Option Period II -- 01Oct 03 - 30 Sep 04				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	ER Physician	6,010.00	Hours		
	FFP - Option Period III -- 01Oct 04 - 30 Sep 05				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	ER Physician	6,010.00	Hours		
	FFP - Option Period IV -- 01Oct 05 - 30 Sep 06				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Physician Assistant/Nurse Practitioner FFP - The contractor shall provide Physician Assistant/Nurse Practitioner services on behalf of the Government at the National Naval Medical Center, Bethesda, MD, in accordance with Section C.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Physician Assistant/Nurse Practitioner FFP - Base Period -- 01 Dec 01 - 30 Sep 02	3,648.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Physician Assistant/Nurse Practitioner FFP - Option Period I -- 01 Oct 02 - 30 Sep 03	4,380.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Physician Assistant/Nurse Practitioner	4,392.00	Hours		
	FFP - Option Period II -- 01 Oct 03 - 30 Sep 04				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	Physician Assistant/Nurse Practitioner	4,380.00	Hours		
	FFP - Option Period III -- 01 Oct 04 - 30 Sep 05				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	Physician Assistant/Nurse Practitioner	4,380.00	Hours		
	FFP - Option Period IV -- 01 Oct 05 - 30 Sep 06				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Orientation				

FFP - The Physician and Physician Extenders shall attend 1-2 days orientation on behalf of the National Naval Medical Center, Bethesda, MD in accordance with Section C.

NOTE: Hours shown in CLINs 0003AA through 0003AK are "NOT TO EXCEED".

The unit price paid for orientation SLINs will be the same unit price paid as the specific labor category, therefore, offerors do not need to provide pricing for SLINs 0003AA - 0003AK.

(CLIN 0003AI has intentionally been skipped due to the automated system)
PURCHASE REQUEST NUMBER N0016802RCH1101

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	FFP - Physician Orientation	144.00	Hours		

Base Period -- 01 Dec 01 through 30 Sep 02

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	FFP - Physician Orientation Option Period I -- 01 Oct 02 - 30 Sep 03	96.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	FFP - Physician Orientation Option Period II -- 01 Oct 03 - 30 Sep 04	96.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	FFP - Physician Orientation Option Period III -- 01 Oct 04 - 30 Sep 05	96.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	FFP - Physician Orientation Option Period IV -- 01 Oct 05 - 30 Sep 06	96.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF	FFP - Physician Extender Orientation Base Period -- 01 Dec 01 - 30 Sep 02	120.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG	FFP - Physician Extender Orientation Option Period I -- 01 Oct 02 - 30 Sep 03	80.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH	FFP - Physician Extender Orientation Option Period II -- 01 Oct 03 - 30 Sep 04	80.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ	FFP - Physician Extender Orientation Option Period III -- 01 Oct 04 - 30 Sep 05	80.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AK	FFP - Physician Extender Orientation Option Period IV -- 01 Oct 05 - 30 Sep 06	80.00	Hours		

NET AMT

SECTION C Descriptions and Specifications

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

NOTE 1: The use of *Commanding Officer* means: Commander, National Naval Medical Center, Bethesda, MD, or a designated representative, e.g., Contracting Officer's Representative (COR), Department Head, or the head of the activity designated in a particular contract.

NOTE 2: The term "contractor" shall mean the offeror identified in block 15A of Standard Form 33 and its health care workers who are providing services under this contract.

NOTE 3: The term *health care worker* refers to the individual(s) providing services under this contract.

STATEMENT OF WORK

1. The contractor shall provide, in accordance with this Section B, individuals who provide comprehensive Emergency Medicine physician services and physician extender (physician assistant or nurse practitioner) services at the National Naval Medical Center, Bethesda, MD.

1.1. Contractor services shall be provided for the treatment of active duty military personnel, retirees, their eligible family members, eligible Navy civilian employees, and other eligible beneficiaries, in accordance with the terms and conditions of this contract.

2. SUITS ARISING OUT OF MEDICAL MALPRACTICE

2.1. The health care worker(s) is/are serving at the military treatment facility under a personal services contract entered into under the authority of section 1091 of Title 10, United States Code. Accordingly, section 1089 of Title 10, United States Code shall apply to personal injury lawsuits filed against the health care workers based on negligent or wrongful acts or omissions incident to performance within the scope of this contract.

2.2. Health care worker(s) providing services under this contract shall be rendering personal services to the Government and shall be subject to day-to-day supervision and control by Government personnel. Supervision and control is the process by which the individual health care worker(s) receives technical and clinical supervision, guidance, direction, and approval with regard to a task(s) within the requirements of this contract.

2.3. The health care workers are not required to maintain medical malpractice liability insurance.

3. DUTY HOURS

3.1. The National Naval Medical Center, Bethesda provides Emergency Medicine services 24 hours per day, 365 days per year (366 days during leap years), including holidays. The Contractor shall provide coverage of emergency medicine physician services and physician extender services to supplement the Navy physicians assigned to the Emergency Department.

3.2. The Emergency Department generally operates with coverage by a single physician during all hours and with a physician extender acting as a second provider 12 hours per day. Navy emergency medicine physicians will provide approximately 2750 hours of coverage per year and the remaining physician coverage (in accordance with Section B) shall be provided by the Contractor emergency medicine physicians. Contractor physician extenders shall provide 12 hours of coverage per day.

3.3. The Government will submit schedules for the Navy emergency medicine physicians to the Contractor 3 weeks in advance of each scheduling period. Based on the Navy emergency medicine physician schedule, the Contractor shall submit their schedule of coverage for the remaining hours of services to the Navy Emergency Medicine

Director not later than 2 weeks in advance. The provision of the emergency medicine services will include rotation of Navy and Contractor emergency medicine physicians for coverage of night, weekend, and holiday shifts.

3.4. The Government prepared schedule will also designate the hours during which contractor physician extender coverage is required. The contractor shall submit their schedule of coverage of physician extender hours with their physician schedule. The Government reserves the right, after submission of the contractor schedule, to shift the physician extender coverage to better match patient flow.

3.5. Each health care worker shall arrive for each scheduled shift in a well rested condition and shall have had at least 6 hours of rest from all other duties as an emergency medicine physician or physician extender in any setting immediately prior to reporting for the shift.

3.6. The Navy Emergency Medicine Director will provide clinical oversight and administrative supervision of the health care workers while on duty.

3.7. In the instance where the Government directs the health care worker to remain on duty in excess of their scheduled shift due to an unforeseen emergency or to complete patient treatment where lack of continuity of care would otherwise jeopardize patient health, the health care worker shall remain on duty. The Government will coordinate with the Contractor on a case-by-case basis with the goal of granting an equal amount of compensatory time to the health care worker to mitigate Contractor overtime. This provision is not intended to apply to the time required to complete routine tasks (e.g., completion of paperwork or routine administrative tasks at the end of a shift) which are to be completed as part of the shift.

4. ABSENCES AND LEAVE

4.1. The Government is buying coverage of health care worker services, therefore there are no provisions for leave (annual or sick) for contract employees in this contract.

4.2. The Contractor shall have sufficient qualified reserve personnel so that all services are provided in the event a health care worker scheduled to work becomes ill, resigns, is terminated, or is otherwise unavailable to work. Contract requirements are not mitigated by inclement weather.

4.3. A health care worker with a bonafide medical emergency occurring while on duty or with an on-the-job injury will be provided medical care until the condition is stabilized. The contractor shall reimburse the Government for all medical services provided.

4.4. If a health care worker becomes ill or is otherwise unable to fulfill their shift, the contractor shall implement the unplanned absence procedure proposed as part of their management plan.

4.5. The Contractor shall replace a health care worker who for any reason misses more than 2 hours of a shift.

4.6. The Contractor shall provide replacement coverage by a health care worker who, at a minimum, meets the minimum health care worker contract qualifications and is approved for work (e.g., has been credentialed and privileged as appropriate and has satisfactorily completed orientation).

4.7. Furlough. Unless otherwise authorized by a defense appropriations bill, contractors shall not be reimbursed by the Government for services not rendered during a government furlough. In the event of a Government Furlough, the Commanding Officer will determine which contract employees are considered critical and therefore must report to work. Contract employees deemed critical shall be compensated for services rendered during a furlough. All other contract employees shall be furloughed until the Government shutdown ends or they are notified by the COR designated in Section E that they have become critical employees.

5. DUTIES/RESPONSIBILITIES

5.1. Physicians.

5.1.1. Provide a wide range of emergency medicine services in accordance with privileges granted by the Commanding Officer.

5.1.2. Precept, supervise, perform, or assist in the instruction of, other health care professionals seeing patients within the scope of their clinical privileges or responsibilities. This may include direction, integration, coordination and evaluation of training activities for medical students, interns, residents, Independent Duty Corpsmen, nurses, Naval reservists, and in service training of health care professionals and paraprofessionals. If required and requested, provide a written evaluation of these personnel to the Navy Emergency Medicine Director within five days of completion of each rotation.

5.1.3. Order diagnostic tests as applicable.

5.1.4. Prescribe and dispense medications as delineated by the Pharmacy and Therapeutics Committee.

5.1.5. Demonstrate awareness of legal issues in all aspects of patient care and unit function and strive to manage situations in a reduced risk manner.

5.1.6. Participate in peer review and performance improvement activities.

5.1.7. Provide training and/or direction as applicable to support Government employees (i.e., hospital corpsmen, students, etc.) assigned to you during the performance of duties.

5.1.8. Participate in continuing education to meet own professional growth.

5.1.9. Participate in the provision of in-service training to clinic staff members.

5.2. Physician Assistants

5.2.1. Provide a full range of physician assistant services in accordance with privileges granted by the Commanding Officer (e.g., supervise and provide general screening and medical care and examinations of patients for routine, acute and chronic conditions involving any and all organ systems; provide immunizations; diagnose, treat, and counsel patients as indicated).

5.2.2. Adhere to NAVMEDCOMINST 6550.5, Utilization Guidelines for Physician Assistants. This instruction includes the following requirements: permits physician assistant ordering and administration of an approved list of drugs according to protocol and requires random review of records of patients seen by the Physician Assistant.

5.2.3. Request consultation or referral with appropriate physicians, clinics, or other health resources as indicated.

5.2.4. Order diagnostic tests as applicable.

5.2.5. Prescribe and dispense medications as delineated by the Pharmacy and Therapeutics Committee.

5.2.6. Promote preventive and health maintenance care, including annual physicals, positive health behaviors, and self-care skills through education and counseling.

5.3. Nurse Practitioner

5.3.1. Adhere to NAVMEDCOMINST 6550.4, Utilization Guidelines for Nurse Practitioners (current version). This instruction includes the following requirements: permits Nurse Practitioner ordering and administration of an approved list of drugs according to protocol and requires random review of records of patients seen by the Nurse Practitioner.

5.3.2. Provide a full range of Nurse Practitioner services in accordance with privileges granted by the Commanding Officer (e.g., supervise and provide general screening and medical care and examinations of patients for routine, acute and chronic conditions involving any and all organ systems; provide immunizations; diagnose, treat, and counsel patients as indicated).

5.3.3. Treat patients with common acute conditions, illnesses, or minor trauma within accepted protocols, Nurse Practice Acts, and/or in collaboration with a physician.

5.3.4. Collaborate with the physician in the health care of patients with chronic illnesses.

5.3.5. Request consultation or referral with appropriate physicians, clinics, or other health resources as indicated.

5.3.6. Order diagnostic tests as applicable.

5.3.7. Prescribe and dispense medications as delineated by the Pharmacy and Therapeutics Committee.

5.3.8. Promote preventive and health maintenance care, including annual physicals, positive health behaviors, and self-care skills through education and counseling.

6. FAILURE AND/OR INABILITY TO PERFORM

6.1. This contract may be found voidable at the option of the Government if the Contractor fails to provide the physical certification requested in Section C or privileges are not granted to each health care worker by the Commanding Officer.

6.2. RESERVED.

6.3. If clinical privileges have been summarily suspended pending an investigation into questions of professional ethics or conduct, performance under this contract may be suspended until clinical privileges are reinstated. No reimbursement shall be made and no other compensation shall accrue to the contractor so long as performance is suspended. The denial, suspension, limitation, or revocation of clinical privileges based upon practitioner impairment or misconduct shall be reported to the appropriate licensing authorities of the state in which the license is held.

6.4. Any health care worker(s) demonstrating impaired judgment shall be removed from providing healthcare services. The Government reserves the right to remove any employee who, in the judgment of a licensed physician, is impaired by drugs or alcohol.

6.5. Any health care worker(s) with alcohol or drug abuse problems may be allowed to return to work under the terms of this contract only with prior Government approval.

7. ORIENTATION

7.1. Prior to providing service under this contract, the health care worker selected to provide services shall undergo a 1 to 2 day on-site hospital orientation period at the expense of the Government. The Government anticipates the orientation will take place within 30 days prior to contract start. The COR may elect to waive orientation for individuals who have previously worked at NNMCMC Bethesda. The hospital orientation shall include familiarization with the facility complex, assignment of duty schedules, introduction to command rules and regulations, safety and fire regulations, introduction to military protocols such as military structure, time and rank, acquisition of parking permits and clarification of rights and responsibilities.

7.2. Prior to providing service under this contract, each health care worker who is employed by the Contractor after the start date of the contract shall also undergo an emergency medicine services orientation.

7.3. The Government will provide initial one-time training on CHCS. This training is subject to revision by the Government. CHCS installations at other hospitals are continually being evaluated and training requirements change frequently.

8. GENERAL REQUIREMENTS

8.1. Reserved.

8.2. The health care worker shall comply with Executive Order 12731, October 17, 1990, (55 Fed. Reg. 42547), Principles of Ethical Conduct for Government Officers and Employees, and shall also comply with Department of Defense (DOD) and Department of the Navy (DON) regulations implementing this Executive Order.

8.3. Health care workers ARE NOT prohibited, by reason of employment under this contract, from conducting a private practice or other employment so long as there is no conflict with the performance of duties under this contract. However, such private practice or other such employment shall not be conducted during those hours in which the healthcare worker is required to render services under this contract. Health care workers shall make no use of Government facilities or property in connection with such other employment. (see Attachment 001 NAVMED P-117).

8.4. While on duty, health care workers shall not advise, recommend, or suggest to individuals authorized to receive services at Government expense that such individuals should receive services from the health care worker when they are not on duty, or from a partner or group associated in practice with the contractor, except with the express written consent of the Commanding Officer. The Contractor shall not bill individuals entitled to those services rendered pursuant to this contract.

8.5. Health care workers shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains, and shall fit correctly. Fingernails shall be clean and free from dirt and hair shall be neatly trimmed and combed. Health care workers shall display an identification badge which includes the health care worker's full name and professional status (furnished by the Government) on the right breast of the outer clothing. Security badges provided by the Government shall be worn when on duty.

8.6. Health care workers shall read, write, speak, and understand the English language fluently and maintain good communication skills with patients and other healthcare personnel.

8.7. Health care workers shall be physically capable of standing and/or sitting for extended periods of time and capable of normal ambulation.

8.8. Health care workers shall be eligible for U.S. employment. No alien shall be allowed to perform under this contract in violation of the Immigration Laws of the United States.

8.9. Health care workers shall represent an acceptable malpractice risk to the Government.

9. PERSONNEL QUALIFICATIONS. For those labor categories utilized, the Contractor shall provide health care workers who meet and maintain not less than the minimum qualifications given in this section.

9.1. Physician

9.1.1. Graduation from a medical school approved by the Liaison Committee on Medical Education of the American Medical Association or the American Osteopathic Association or certification by the Educational Council for Foreign Medical Graduates (ECFMG).

9.1.2. Possess a current, valid, unrestricted license in one of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands. The Contractor is responsible for complying with all applicable State licensing regulations.

9.1.3. Possess current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent.

9.1.4. Possess current certification in Advanced Cardiac Life Support (ACLS).

9.1.5. Possess current certification in Advanced Trauma Life Support (ATLS).

9.1.6. Possess current certification in Pediatric Advanced Life Support (PALS).

9.1.7. Possess current State and Federal (DEA number) narcotics licenses.

9.1.8. One of the following 9.1.8.1 through 9.1.8.2:

9.1.8.1. Board Certified in Emergency Medicine by the American Board of Emergency Medicine or American Osteopathic Association PLUS 1 year of experience as a full-time physician within the last 3 years in an ED with not less than 5,000 annual visits per full-time physician; OR

9.1.8.2. Successful completion within the past year of a residency training program in Emergency Medicine approved by the Accreditation Council for Graduate Medical Education or the Committee on Postdoctoral Training of the American Osteopathic Association or those Canadian training programs approved by the Royal College of Physicians and Surgeons of Canada or other appropriate Canadian medical authority within the past two years.

9.1.9. Provide three letters of recommendation written within the last 2 years. Two of the letters must be from practicing physicians. One of the letters must be from clinic or hospital administrators. Letters must attest to the provider's clinical skills and professionalism and interpersonal skills among patients and staff and must include name, title, phone number, date of reference, address and signature of the individual providing reference.

9.2. Physician Assistant

9.2.1. Graduation from a Physician Assistant training program accredited by the Committee on Allied Health Education and Accreditation (CAHEA).

9.2.2. Possess current certification by the National Commission on Certification of Physician Assistants.

9.2.3. Possess and maintain current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent.

9.2.4. Possess a minimum of 1 year of Emergency Department experience within the last 3 years OR 2 years of Family Practice clinic experience within the last 3 years.

9.2.5. Provide three letters of recommendation written within the last 2 years. Two of the letters must be from practicing physicians. One of the letters must be from clinic or hospital administrators. Letters must attest to the provider's clinical skills and professionalism and interpersonal skills among patients and staff and must include name, title, phone number, date of reference, address and signature of the individual providing reference.

9.3. Nurse Practitioner

9.3.1. Graduate of a Masters of Nursing program accredited by the National League for Nursing Accrediting Commission (NLNAC).

9.3.2. Possess certification as an Acute Care Nurse Practitioner or Family Nurse Practitioner from the American Nurses Credentialing Center (ANCC) or the American Academy of Nurse Practitioners (AANP).

9.3.3. Possess a valid unrestricted license to practice as a Registered Nurse in any one of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands. The health care worker is responsible for complying with all applicable licensing regulations. Additionally, health care workers licensed outside of the 50 States must provide proof of having successfully passed the National Council Licensure Exam (NCLEX).

9.3.4. Possess and maintain current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent.

9.3.5. Possess a minimum of 1 year of Emergency Department experience within the last 3 years OR 2 years of Family Practice clinic experience within the last 3 years.

9.3.6. Provide three letters of recommendation written within the last 2 years. Two of the letters must be from practicing physicians. One of the letters must be from clinic or hospital administrators. Letters must attest to the provider's clinical skills and professionalism and interpersonal skills among patients and staff and must include name, title, phone number, date of reference, address and signature of the individual providing reference.

9.4. Reserved.

9.5. Physician Assistants (PA) and Nurse Practitioners (NP) shall obtain current certification in Advanced Cardiac Life Support (ACLS) within 3 month following commencement of performance under this contract. No PA/NP shall be scheduled for a shift 3 months following their service start date unless they have achieved ACLS certification. The Government will provide ACLS classes within the Military Treatment Facility (MTF) at no cost to the contractor on a space available basis. However, the contractor shall continue to provide coverage of all required health care worker shifts; attendance at the ACLS class does not constitute coverage of a shift. The payment of compensation to a health care worker attending ACLS class in the MTF is not billable under this contract. The non-availability of ACLS training slots within the MTF does not relieve the contractor of the requirement to achieve ACLS certification for each PA/NP within 3 months.

9.6. Credentials and Privileging.

9.6.1. Upon award, the contractor shall submit to the Professional Affairs Department, via the COR, completed Individual Credentials Files (ICFs) for the emergency medicine physicians and physician extenders. The ICF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in Appendix R of BUMEDINST 6320.66C of Feb 01 and subsequent revisions. ICFs for emergency medicine physicians and physician extenders who do not currently have an ICF at the facility shall be submitted at least 30 days prior to commencement of services. For those emergency medicine physicians and physician extenders who currently have an ICF on file, an updated Personal and Professional Information Sheet (PPIS) for Privileged Providers, with notation that a complete up-to-date ICF is on file, shall be submitted no less than 15 days prior to commencement of services.

9.6.2. Upon receipt of a complete ICF, the COR will forward it to the Professional Affairs Department for approval and credentialing of the individual health care worker. The Professional Affairs Department will ensure the ICF is complete in accordance with BUMEDINST 6320.66C. The contractor shall not assign an individual to work at the MTF until the health care worker's ICF has been approved.

9.6.3. A copy of BUMEDINST 6320.66C is available at <http://navymedicine.med.navy.mil/instructions/external/external.htm>

9.6.4 The MTF will not privilege more than six contractor physicians and five contractor physician extenders for service under this contract.

10. REGULATORY COMPLIANCE REQUIREMENTS

a. The health care worker shall obtain, at contractor expense, a statement from the health care worker's physician or a report of a physical examination within 60 days prior to start of services indicating that the health care worker is free from mental or physical impairments which would restrict the health care worker from providing the services described herein. Health care workers hired after contract start shall be required to provide a physical exam statement or report obtained within 60 days prior to performance of services. The statement must contain the following information: "Having performed a physical examination on the person named below on (insert date), the following findings are true and accurate:

1. (Name of health care worker) is suffering from no physical disability which would restrict him/her from providing services as a (specialty).

2. (Name of health care worker) is not suffering from tuberculosis, hepatitis, sexually transmitted or other contagious diseases which restricts them from providing services as a (specialty). (Name of health care worker) has had a current (within 6 months) TB skin test (mantoux) reading or if a known reactor, an evaluation indicating no active disease.

3. (Name of health care worker) is considered free from Hepatitis B infection on the basis of having (circle the applicable number):

a. Received at least three doses of recombinant hepatitis B vaccine currently licensed in the United States, or,

b. Received an initial dose of the hepatitis B vaccine. The vaccine series shall be completed within 6 months of the employee start date, or,

c. Provided documentation of the health care worker's waiver which declines the hepatitis B vaccine as set forth in OSHA guidelines (declination on the basis of religious convictions or medical contraindication only), or,

d. Provided evidence of immunologically effective anti-HB levels in lieu of proof of recombinant hepatitis B vaccines. Assays must be performed in a laboratory accredited by the American Society of Clinical Pathologists (ASCP) and/or the College of American Pathologists (CAP).

4. (Name of health care worker) is considered to have evidence of immunity to Measles, Mumps and Rubella (MMR) by either (circle one): positive antibody titer, evidence of MMR immunization or, documentation of physician-diagnosed MMR. The health care worker shall also provide evidence of varicella immune status or a statement of history of chicken pox. For individuals who do not show a positive antibody titer after immunization and appear to have a "non-immune" status, that employee must report varicella exposure to the COR and may need to be removed from patient care duties for up to 21 days and replaced by the contractor.

5. The health care worker must provide a current Purified Protein Derivative (PPD) reading, or evaluation if known PPD reactor, on an annual basis.

(signed)
Examining Physician

Examining Physician Information:

Name:

Address:

Telephone:

Date:

- a. Except as provided in b, below, no medical tests or procedures required by the contract may be performed at the MTF. Expenses for all required tests and/or procedures shall be borne by the contractor at no additional expense to the Government.
- b. Further, health care workers shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the commander may deem necessary for preventive medicine, performance improvement, or privileging purposes. These examinations will be provided by the Government. If the contractor chooses, these examinations may be provided by private physician or dentist, at no expense to the Government. Additionally, the health care worker must be immunized annually with the influenza vaccine in accordance with the BUMED instruction currently in effect. This vaccine will be provided by the government. Although this vaccine will be provided by the government, it may be obtained at other facilities with the cost being borne by the health care worker. Unless vaccinated by the government, the health care worker shall be required to show proof of the vaccination. If, the health care worker chooses to be immunized by the government they shall be required to sign a waiver in accordance with MTF/DTF rules and regulations. If the health care worker declines the immunization, they must provide documentation of the waiver which declines the influenza vaccine (declination on the basis of religious convictions or medical contraindications only).
- c. Prior to the commencement of performance under this contract, the technical liaison shall direct the health care worker to in process through standard facility procedures.
- d. The health care worker shall participate in the Command's Bloodborne Pathogen Program orientation which is included in the on-site hospital orientation. The health care worker shall also participate in annual training and training for new procedures with the potential for occupational exposure to bloodborne pathogens. Health care worker's involved in an exposure incident shall follow MTF regulations and procedures.
- e. The management of HIV positive health care workers shall be consistent with current Center for Disease Control Guidelines (CDC) guidelines and Section 503 of Rehabilitation Act (29 U.S.C. Section 793) and its implementing regulations (41 CFR Part 60-741).
- f. The health care workers shall comply with the CDC's "Universal Precautions" for prevention of the transmission of HIV during all invasive procedures.
- g. Health care workers shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones for personal business. All motor vehicles operated on these installations by health care workers shall be registered with the base security service according to applicable directives. Eating by health care workers is prohibited in patient care areas/clinics and is restricted to designated areas. Smoking is prohibited in all clinic facilities.
- h. All financial, statistical, personnel, and technical data which are furnished, produced or otherwise available to the contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data shall not be released by the contractor without prior written consent of the Technical Liaison. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract, will be subject to review and approval by the Technical Liaison before publication or dissemination.

The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving, with drug detection dogs when available, and random inspection of personal possessions on entry or exit. If there is probable cause to believe that a health care worker has been engaged in use, possession, or trafficking of drugs, the health care worker may be detained for a limited period of time until he/she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by a health care worker, the health care

worker and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny clinical privileges as well as installation driving privileges. Implicit with the acceptance of this contract is the agreement by the health care worker to comply with all Federal and State laws as well as regulations issued by the Commander of the military installation concerning illegal drugs and paraphernalia.

SECTION D -- PACKAGING AND MARKING

[FOR THIS CONTRACT, THERE ARE NO CLAUSES IN SECTION D]

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government
0002AE	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0003AC	Destination	Government	Destination	Government
0003AD	Destination	Government	Destination	Government
0003AE	Destination	Government	Destination	Government
0003AF	Destination	Government	Destination	Government
0003AG	Destination	Government	Destination	Government
0003AH	Destination	Government	Destination	Government
0003AJ	Destination	Government	Destination	Government
0003AK	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE:

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

INSPECTION AND ACCEPTANCE

(a) The Contracting Officer's duly authorized representative, the Technical Liaison, will perform inspection and acceptance of services to be provided.

(b) For the purposes of this clause, Ms. Marguerite Walker, is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at: National Naval Medical Center, Bethesda, MD.

INSPECTION AND ACCEPTANCE

(a) The Contracting Officer's duly authorized representative, Ms. Marguerite Walker, will perform inspection and acceptance of services to be provided.

(b) For the purposes of this clause, the Contracting Officer's Representative will be Ms. Marguerite Walker.

(c) Inspection and acceptance will be performed at: National Naval Medical Center, Bethesda, MD.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001					N00168 NATIONAL NAVAL MEDICAL CENTER HEALTH SVCS REQUIREMENTS PO BOX 508 8901 WISCONSIN AVENUE BETHESDA MD 20889-5600
0001AA	POP 01-DEC-01 TO 30-SEP-02	Hours	4,546.00	Dest.	Same as CLIN 0001
0001AB	POP 01-OCT-02 TO 30-SEP-03	Hours	6,010.00	Dest.	Same as CLIN 0001
0001AC	POP 01-OCT-03 TO 30-SEP-04	Hours	6,034.00	Dest.	Same as CLIN 0001
0001AD	POP 01-OCT-04 TO 30-SEP-05	Hours	6,010.00	Dest.	Same as CLIN 0001
0001AE	POP 01-OCT-05 TO 30-SEP-06	Hours	6,010.00	Dest.	Same as CLIN 0001
0002					Same as CLIN 0001
0002AA	POP 01-DEC-01 TO 30-SEP-02	Hours	3,648.00	Dest.	Same as CLIN 0001
0002AB	POP 01-OCT-02 TO 30-SEP-03	Hours	4,380.00	Dest.	Same as CLIN 0001
0002AC	POP 01-OCT-03 TO 29-SEP-04	Hours	4,392.00	Dest.	Same as CLIN 0001
0002AD	POP 01-OCT-04 TO 30-SEP-05	Hours	4,380.00	Dest.	Same as CLIN 0001
0002AE	POP 01-OCT-05 TO 30-SEP-06	Hours	4,380.00	Dest.	Same as CLIN 0001
0003					Same as CLIN 0001
0003AA	POP 01-DEC-01 TO 30-SEP-02	Hours	144.00	Dest.	Same as CLIN 0001
0003AB	POP 01-OCT-02 TO 30-SEP-03	Hours	96.00	Dest.	Same as CLIN 0001
0003AC	POP 01-OCT-03 TO 30-SEP-04	Hours	96.00	Dest.	Same as CLIN 0001
0003AD	POP 01-SEP-04 TO 30-SEP-05	Hours	96.00	Dest.	Same as CLIN 0001
0003AE	POP 01-OCT-05 TO 30-SEP-06	Hours	96.00	Dest.	Same as CLIN 0001
0003AF	POP 01-DEC-01 TO 30-SEP-02	Hours	120.00	Dest.	Same as CLIN 0001
0003AG	POP 01-OCT-02 TO 30-SEP-03	Hours	80.00	Dest.	Same as CLIN 0001
0003AH	POP 01-OCT-03 TO 30-SEP-04	Hours	80.00	Dest.	Same as CLIN 0001
0003AJ	POP 01-OCT-04 TO 30-SEP-05	Hours	80.00	Dest.	Same as CLIN 0001
0003AK	POP 01-OCT-05 TO	Hours	80.00	Dest.	Same as CLIN 0001

30-SEP-06

CLAUSES INCORPORATED BY FULL TEXT

MATERIAL AND INSPECTION RECEIVING REPORT (DEC 1991) DFARS 252.246-7000

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

D I S T R I B U T I O N

AddresseeNumber of Copies

National Naval Medical Center
8901 Wisconsin Avenue
P.O. Box 508, ATTN Ms. Marguerite Walker
Bethesda, MD 20889-5600

ORIGINAL AND THREE COPIES

Naval Medical Logistics Command
ATTN: Mrs. Robin Morton, Code 02
1681 Nelson Street
Fort Detrick, MD 21702-9203

ONE COPY

PERIOD OF PERFORMANCE

The period of performance of this contract shall be from 01 Dec 01 through 30 Sep 02. The period of performance may be extended in accordance with the provisions set forth in FAR Clause 52.217-9, Option to Extend the Term of the Contract and shall not exceed 30 September 2006. The Contracting Officer reserves the right to adjust the starting date.

PLACE OF PERFORMANCE

The services to be furnished under this contract shall be provided at the National Naval Medical Center, Bethesda, MD.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the

Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

CONTRACTING OFFICER REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR), as designated in Section E, is Ms. Marguerite Walker. The COR shall perform the duties in accordance with the clause in Section E of this solicitation and DFARS 252.201-7000, CONTRACTING OFFICER'S REPRESENTATIVE. The COR is hereby designated the technical representative of the Contracting Officer for the purpose of conducting all technical liaisons with the contractor. Such technical representative is not authorized to direct or consent to any deviation from the specifications, scope of work, and/or terms and conditions of this contract. Accordingly, no deviations thereto may be made without the prior written approval of the Contracting Officer.

CONTRACT POINTS OF CONTACT

(a) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without the authority to do so and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The name of the Procurement Contracting Officer is Ms. Judy L. Draper.

(b) The name and address of the Contract Specialist who is the point of contact prior to and after award is:

Naval Medical Logistics Command
ATTN: Mrs. Robin Morton, Code 02
1681 Nelson Street
Fort Detrick, MD 21702-9203
301-619-3121 [No Collect Calls]

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

(a) The contractor shall submit invoices in quadruplicate with a copy of the applicable Material Inspection and Receiving Report, DD Form 250, signed by the cognizant Government representative, stating thereon the name and title of the Government representative to whom delivery was made and the date of such delivery or period of performance.

(b) Invoices shall be submitted every two weeks to:

National Naval Medical Center
Attn: Ms. Marguerite Walker
Health Services Contracts
P.O. Box 508
Bethesda, MD 20889-5600

The Government shall process invoices every two weeks for payment.

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

SECTION H Special Contract Requirements

CRIME CONTROL ACT OF 1990 REQUIREMENT

Section 21 of the Crime Control Act of 1990, 42 U.S.C. 13041, as amended by section 1094 of Public Law 102-190, requires every facility operated by the Federal Government (or operated under contract with the Federal Government) that hires (or contracts to hire) individuals involved in the provision of child care services to assure that all existing and newly-hired employees undergo a criminal background check. The term "child care services" is defined to include health and mental health care.

The Government will conduct criminal background checks on all contractor employees providing child care services under this contract based on fingerprints of contractor employees obtained by a Government law enforcement officer and inquiries conducted through the Federal Bureau of Investigation (FBI) and State criminal history repositories.

Within 30 days after contract award, the contractor and all contractor employees shall provide all reasonable and necessary assistance to the Government, including compliance with the employment application requirements set forth in 42 U.S.C. 13041(d). Upon receipt of the results of a background check, the contractor further agrees to undertake a personnel action in accordance with 42 U.S.C. 13041(c), when appropriate.

With written recommendation from the Commanding Officer and the approval one level above the Contracting Officer, a contractor employee may be permitted to perform work under this contract prior to the completion of a background check, provided the employee is within sight and continuous supervision of an individual with a successful background check.

Contractor employees shall have the right to obtain a copy of any background check pertaining to themselves and to challenge the accuracy and completeness of the information contained in the report.

LIABILITY INSURANCE

Before commencing work under a contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

(a) General liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) Automobile liability - Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(c) Workers' compensation and employer's liability - Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written consent of the Contracting Officer.

RESTRICTION ON THE USE OF NAVY-AFFILIATED PERSONNEL

Without the prior written approval of the Contracting Officer, the contractor shall not use, in the performance of this contract, any active duty Navy personnel, civilian employees of the Navy, or persons currently performing medical services under other Navy contracts.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	MAY 2001
52.233-1	Disputes	DEC 1998
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.232-3 PAYMENTS UNDER PERSONAL SERVICES CONTRACTS (APR 1984)

The Government shall pay the Contractor for the services performed by the Contractor, as set forth in the Schedule of this contract, at the rates prescribed, upon the submission by the Contractor of proper invoices or time statements to the office or officer designated and at the time provided for in this contract. The Government shall also pay the Contractor:

(a) a per diem rate in lieu of subsistence for each day the Contractor is in a travel status away from home or regular place of employment in accordance with Federal Travel Regulations (41 CFR 101-7) as authorized in appropriate Travel Orders; and

(b) any other transportation expenses if provided for in the Schedule.

52.249-12 TERMINATION (PERSONAL SERVICES) (APR 1984)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Attachments		AUG-16-2001

ATTACHMENT NUMBER	DESCRIPTION	PAGES	DATE	ATTACHED/BY REF
001	NAVMED P-117	2	29 Oct 92	X
002	RESERVED			
003	Supplemental Pricing Worksheet	1	N/A	X
004	Past Performance.doc and Past Performance Table	2	N/A	X
005	Management Plan.doc	3	N/A	X
006	Personal Qualifications Statement	1	N/A	X
007	Certificate of Availability	1	N/A	X

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.222-25	Affirmative Action Compliance	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 622110.

(2) The small business size standard is \$25 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration,

and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

() is () is not a historically black college or university;

() is () is not a minority institution.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose

any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary.
The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.216-27	Single or Multiple Awards	OCT 1995
52.237-1	Site Visit	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-5	Authorized Deviations In Provisions	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

1. SUBMISSION OF COST OR PRICING DATA

(a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit additional cost or price data or certify cost or pricing data with its proposal.

(b) If, after receipt of the proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-3 and 15.403-4, the offeror shall provide other information requested to be submitted to determine fair and reasonableness of price or cost realism, or certified cost or pricing data as requested by the Contracting Officer.

2. INSTRUCTIONS FOR PREPARATION OF PROPOSALS

2.1 INTRODUCTION AND PURPOSE.

This section specifies the format and content that offerors shall use in response to this Request for Proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. Offerors must submit a proposal that is in the format prescribed herein and is comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete. Clarity, completeness, and responsiveness are of the utmost importance. Any proposal that does not offer as minimum, that which is requested in this solicitation may be determined to be substantially incomplete and not warrant any further clarification.

2.1.1. Proposals shall be submitted electronically except for the completed and signed SF-33, Section K which shall be submitted in hardcopy, and Volume III, Qualifications Documentation. The offeror's proposal shall be submitted on 8 offeror provided 3.5" diskettes, which contain the electronic files from the contracting officer, as follows:

- a. Diskettes 1 and 2 shall each contain the offeror's Past Performance information and shall contain the file [company name]Past Performance.doc (Attachment 004). The information on diskette 2 shall mirror the information on diskette 1.
- b. Diskettes 3 and 4 shall each contain the offeror's Management Plan and shall contain the file [company name]Management Plan.doc (Attachment 005). The information on diskette 4 shall mirror the information on diskette 3.
- c. Diskettes 5 and 6 shall each contain the offeror's completed PQS's for a minimum of three emergency medicine physicians and three physician extenders (Attachment 006). Each PQS shall be submitted as a

separate file using the following naming convention: [company name]PQS Extender #[1, 2, or 3].doc. The information on diskette 6 shall mirror the information on diskette 5.

d. Diskettes 7 and 8 shall each contain the offeror's Business Proposal and shall include the files Electronic Schedule B.xls and Section K.doc. Included within Electronic Schedule B.xls is the Supplemental Pricing Worksheet. The offeror shall also complete the supplemental pricing worksheet and the Sources tab within each spreadsheet, supplying the information used for the basis of proposed compensation rates, benefits and, all market surveys performed. The information on diskette 8 shall mirror the information on diskette 7.

2.1.2. The closing date for Diskettes 1 through 8 and the hard copy documentation as stated in paragraph 2.1.1. shall be **30 September 2001** at 3:00 PM local time (Eastern Standard Time).

If an offeror is late submitting (a) any diskette, or (b) any diskette required file is missing from their proposal, their entire proposal will be considered late.

2.1.3. Offerors are responsible for assuring that the diskettes forwarded in response to this solicitation are neither damaged nor unreadable. Diskettes 1 through 8 shall be 3.5" diskettes formatted by either Microsoft Windows 95TM or Microsoft Windows 98TM. All files shall be submitted using either Microsoft Word 97TM (for the .doc files) or Microsoft Excel 97TM (for the .xls files). Diskettes 1 and 2 contain mirror files, diskettes 3 and 4 contain mirror files and, diskettes 5 and 6 contain mirror files and, diskettes 7 and 8 contain mirror files. Offerors shall assure that all files are in a "read only" format and not subject to change. Files shall not be password protected.

2.1.4. Offerors shall accept the formatting, style, pitch/point, margins and other formatting imbedded in these electronic documents as provided by E-mail. The Government will accept no changes.

2.1.5. Diskettes 1 and 2: Electronic File Format; Offeror's Past Performance Information. The Contractor shall complete the past performance table (Attachment 004) as provided via email on diskettes 1 and 2. This Microsoft Word 97TM document includes information from not more than five of their previous/current contracts **not awarded by the Naval Medical Logistics Command** that are most current and relevant to the labor categories identified in Section B. The Government will supplement this information with past performance analyses of contracts by the Naval Medical Logistics Command. In order to be considered relevant, services must have been provided within the last five years. In selecting the most relevant contracts, the offeror may include contracts that demonstrate the prior experience of corporate officials or the experience of subcontractors/teaming partners. However, these officials or subcontractors/teaming partners shall have a role in support of the requirements of this solicitation and the resultant contract(s). The offeror is responsible for ensuring that all points of contact provided as references are current and appropriate, and that the phone numbers provided are valid. If the offeror has no relevant past performance, they shall affirmatively state that they possess no relevant past performance within the Past Performance.doc.

The offeror may provide a single page discussion (which follows the chart) of noteworthy successes, accomplishments, awards or commendations achieved during the described experience in providing services, and any other information the offeror considers relevant to its corporate experience. The Government will accept no more than one single spaced page in Times New Roman font size 10.

2.1.6. Diskettes 3 and 4: Electronic File Format; Offeror's Management Plan (Attachment 005). The Contractor shall complete that Microsoft Word 97TM electronic document. This document requires the offerors to provide information concerning their management plan for the provision of services. The Government will evaluate the following information submitted by the offeror:

- a. Identify the personnel, by name and title, who will be responsible for overall contract management.
- b. Describe the process by which the contractor will provide effective and responsive support to contractor healthcare workers for personnel matters such as pay, benefits, scheduling, leave approval, and unscheduled

absences. The process should consider the distance of the contractor management personnel from the performance site and the means and frequency of communication with the healthcare workers.

c. Identify the personnel, by name and title, who will be responsible for managing and submitting to the Government the schedule of contractor personnel.

d. Describe the process by which notification and backfill of unplanned absences by contractor personnel will be implemented, including the names and titles of responsible personnel.

e. Describe the process by which the contractor will ensure compliance with hospital privileging requirements, for both initial privileging and continuing maintenance of up-to-date credentials. Identify the personnel, by name and title, who will be responsible for the credentialing process.

2.1.7. Diskettes 5 and 6: Electronic File Format; Personal Qualifications Statement (Attachment 0006). The offeror shall complete the Microsoft Word 97™ electronic document. This document requires the offeror to provide complete information for a minimum of three emergency medicine physicians and three physician extenders who meet all qualification requirements given in the solicitation.

2.1.8. Diskettes 7 and 8: Electronic File Format; Offeror's Business Proposals. Your business proposal must include the following:

a. A completed Standard Form 33. This form must be downloaded, printed, completed, signed and mailed/delivered by the offeror with diskettes 7 and 8.

b. An acknowledgment of any amendments issued by the Government prior to the receipt of proposals.

c. A completed K.doc containing the Representation, Certifications and Other Statement of Offerors contained in Section K of this Solicitation. In addition to electronic submission, Section K must be printed, signed, and returned in hardcopy form along with diskettes 7 and 8.

d. The offeror shall complete Electronic Schedule B.xls. Included on Electronic Schedule B.xls is a Supplemental Pricing Worksheet for the position. The offeror shall also complete the Sources tab within that spreadsheet, supplying the information used for the basis for proposed compensation rates, benefits and, including all market surveys performed. The information provided in Electronic Schedule B.xls will be used to determine price realism during the evaluation of the offeror's proposal. The final negotiated health care worker compensation rates proposed within Electronic Schedule B.xls will be considered the lowest acceptable compensation rate to the health care worker upon award. The awardee is not prohibited from paying a range of compensation rates to recruited health care workers, but under no circumstances shall the compensation rate be lower than that included in the rates shown in Electronic Schedule B.xls.

e. Completed HCW Certificates of Availability (See Attachment 007) for each individual HCW submitted with the offeror's proposal. Certification shall be signed and dated after solicitation issue date.

3. PROPOSAL EVALUATION FACTORS

a. Proposals shall be in the form prescribed by, and shall contain a response to each of the areas identified in Section L, paragraphs 2.1.1. - 2.1.8. of this solicitation.

b. The Government reserves the right to award without discussions. It should be noted that award may be made to other than the lowest price offer. Offerors are therefore cautioned that each initial offer should contain the offeror's best terms. See Section M for the Evaluation Criteria and Basis for Award.

3.1. VOLUME I – PAST PERFORMANCE (See Attachment 004).

The Government will evaluate the “risk to the Government” associated with the offeror’s Past Performance. The Government will consider the depth and quality of the offeror’s past performance in the assessment of risk. The Government will give greater consideration for experience that is most relevant to the solicitation. Past Performance not as relevant will warrant a greater technical risk assessment. The most relevant past performance will be those references that most closely match the solicitation requirements in terms of services, e.g., emergency medicine physicians and physician extenders. The Government reserves the right to contact the points of contact identified in the offeror’s proposal for the purpose of verifying the offeror’s record of past performance. The Government will not restrict its past performance to information submitted by offerors but will also consider any relevant information in its possession.

3.2. VOLUME II – MANAGEMENT PLAN (See Attachment 005).

The Government will evaluate the “risk to the Government” associated with the offeror’s Management Plan. The Government will not assume that the offeror possesses any capability unless it is specified in their Management Plan proposal.

3.3. VOLUME III – QUALIFICATIONS DOCUMENTATION (See Attachment 006).

The Government will evaluate the offeror’s proposed individual HCWs against the following factors:

- a. The offeror provided PQS's for the minimum number of emergency medicine physicians and physician extenders (physician assistants or nurse practitioners).
- b. The offeror’s proposed HCWs meet the minimum qualifications.
- c. HCW experience exceeding the minimum requirements specified in the solicitation will be considered an enhancement.

3.4. VOLUME IV – BUSINESS PROPOSAL.

Adequate price competition is expected for this acquisition. As indicated in paragraph 2.1.1., offerors are required to furnish a Supplemental Pricing Sheet, to support the prices proposed in Section B. The Price Proposal will be evaluated with consideration to the following factors:

- a. Completeness. All cost information required by the Request for Proposal (RFP) has been submitted.
- b. Reasonableness. The degree to which the proposed prices compared to the prices a reasonable prudent person would expect to incur for the same or similar services.
- c. Realism. The proposed labor compensation rates proposed in the offeror’s Supplemental Pricing Worksheets will be examined to identify unusually low cost estimates, understatements of costs, inconsistent pricing patterns, potential misunderstandings of the solicitation requirements, and the risk of personnel recruitment and retention problems during contract performance.

4. TECHNICAL QUESTIONS

Offerors must submit all technical questions concerning this solicitation in writing to the Contract Specialist. Naval Medical Logistics Command must receive the questions no later than 15 calendar days after the issue date (Block 5 of SF33) of this solicitation. NMLC will answer questions that may affect offers in an amendment to the solicitation. NMLC will not disclose the source of the questions. Questions shall be referred to:

NAVAL MEDICAL LOGISTICS COMMAND
ATTN: Mrs. Robin Morton
1681 NELSON STREET, CODE 02
FORT DETRICK, MD 21702-9203

PHONE: 301-619-3121 [No collect calls]
FAX: 301-619-6793

5. LIMITATION OF PAYMENT FOR PERSONAL SERVICES

Under the provisions of 10 U.S.C. 1091 and DODI 6025.5, "Personal Services Contracting", implemented 6 January 1995, the total amount of compensation paid to an individual direct health care provider in any year cannot exceed the full time equivalent annual rate specified in 10 U.S.C. 1091.

6. PRE-PROPOSAL CONFERENCE

The Government will conduct a pre-proposal conference for this acquisition if sufficient interest is indicated by potential offerors. If a pre-proposal conference is held, it will be conducted at the National Naval Medical Center, Bethesda, MD, 8091 Wisconsin Avenue, Bethesda, MD on 05 September 2001, 9:00 AM local time. If you are interested in a pre-proposal conference, please send an email or FAX request to the point of contact provided below:

Naval Medical Logistics Command
ATTN: Mrs. Robin Morton, Code 02
1681 NELSON STREET, CODE 02
FORT DETRICK, MD 21702-9203
FAX: 301-619-6793
rcmorton@us.med.navy.mil

Provide the following information:

Name of Offeror
Address and Phone Number of Offeror
Name(s) of Attendees (Limit 3 per offeror)

7. REVIEW OF AGENCY PROTESTS

- (a) The contracting activity, Naval Medical Logistics Command, will process agency protests in accordance with the requirements set forth in FAR 33.103(d).
- (b) Pursuant to FAR 33.103(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or, a protester may appeal a decision rendered by a Contracting Officer to the reviewing authority.
- (c) The reviewing authority for Naval Medical Logistics Command is the Director of Acquisition Management, Mr. Gilbert Hovermale, Naval Medical Logistics Command, Code 02, 1681 Nelson Street, Ft. Detrick, MD 21702-9203. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or "Reviewing Official".
- (d) Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

- (a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining

a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of clause)

AWARD TO SINGLE OFFEROR

Subject to the provisions contained herein, award shall be made to a single offeror. Offers must include unit prices for each Contract Line Item Number (CLIN) and SubCLIN listed in order that offers may be properly evaluated. Failure to do this shall be cause for rejection of the entire offer. Offers shall be evaluated on the basis of the estimated quantities shown. Discussions may be held with those offerors determined to be within the competitive range, and award shall be made to that responsible offeror whose total aggregate offer is determined to be in the best interest of the government.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ms. Judy L. Draper, 1681 Nelson Street, Fort Detrick, MD 21702-9203.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

SECTION M Evaluation Factors for Award

1. EVALUATION AND BASIS FOR AWARD

a. The Government will make award to the responsible offeror submitting proposals that are determined most advantageous to the Government, price and other factors considered. The evaluation of proposals will be based on a technical evaluation of Past Performance, Management Plan and Qualifications of the Health Care Workers; and a price evaluation of the Business Proposal submitted by each offeror. Award under this procurement will be made to the offeror determined to be the best value to the Government.

b. In the evaluation of all offerors' proposals, Past Performance, Management Plan and Qualifications Documentation are of equal importance. The combined technical evaluation factors of Past Performance, Management Plan, and Qualifications of the Health Care Workers are significantly more important than the combined price evaluation factors of Completeness, Reasonableness, and Realism. However, the closer the merits of the technical proposals are to one another, the greater will be the importance of price in making the award determination. In the event that two or more proposals are determined not to have any substantial technical differences (i.e., are technically equivalent), award may be made to the lower priced proposal. It should be noted that award may be made to other than the lowest price if the Government determines that a price premium is warranted due to technical merit.

c. Award may also be made on the basis of initial offers without discussion. Offerors are therefore cautioned that each initial offer should contain the offeror's best terms.

EVALUATION FACTORS

A. Technical proposals submitted in response to this solicitation will be evaluated in accordance with the three technical factors listed below:

- a. Past Performance. See Section L, paragraph 1.5 and Attachment 004.
- b. Management Plan. See Section L, paragraph 1.6 and Attachment 005.
- c. Qualifications Documentation. See Section L, paragraph 1.7 and Attachment 006.

B. Business Proposals. The Government will evaluate the business proposal responses with consideration to the following factors:

- a. Completeness. See Section L, paragraph 3.4.a.
- b. Reasonableness. See Section L, paragraph 3.4.b.
- c. Realism. See Section L, paragraph 3.4.c.

2. AWARD TO SINGLE OFFEROR

Subject to the provisions contained herein, award shall be made to a single offeror. Offers must include unit prices for each Contract Line Item Number (CLIN) and SubCLIN listed in order that offers may be properly evaluated.

Failure to do this shall be cause for rejection of the entire offer. Offers shall be evaluated on the basis of the estimated quantities shown. Discussions may be held with those offerors determined to be within the competitive range, and award shall be made to that responsible offeror whose total aggregate offer is determined to be in the best interest of the government.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

NAVMED P-117, CHANGE 107

U.S. Navy
Manual of the Medical Department
NAVMED P-117
29 October 1992

Department of the Navy

NAVMED P-117
CHANGE 107

Subj: Off-duty Remunerative Professional
Employment (Regulatory)

1. General. Off-duty remunerative professional civilian employment, including self-employment (hereto referred to as off-duty employment) of active duty Medical Department officers is subject to policies herein stated by the chief, Bureau of Medicine and Surgery, and policies applicable to all members of the naval service as stated by the Secretary of the Navy (SECNAVINST 5370.2 series) and the Chief of Naval Personnel (BUPERSMAN 34205000). No Medical Department officers on active duty shall engage in any off-duty employment without first obtaining the permission of the commanding officer.

2. Guideline

a. Medical Department officers on active duty are in a 24-hour duty status and their military duty takes precedence on their time, talents, and attention.

b. Permission for an officer to engage in off-duty employment shall be based on a determination by the commanding officer that the permission requested is consistent with these guidelines and that the proposed employment will not interfere with the officer's military duties. If approved, employment will normally not exceed 16 hours per week. Periods in excess of 16 hours per week can be authorized only if the commanding officer finds that special circumstances exist which indicate that no conflict with military duties will occur, notwithstanding the addition hours. Permission to engage in off-duty employment maybe withdrawn at any time.

c. A Medical Department officer in off-duty employment shall not assume primary responsibility for the care of any critically ill person on a continuing basis as this will inevitably result in compromise of responsibilities to the patient or the primacy of military obligations.

d. Medical Department officer trainees are prohibited from off-duty employment. Other Medical Department officers are discouraged from off-duty employment. No officer shall request or be granted administrative absence for the primary purpose of conducting off-duty employment.

e. Off-duty employment shall not be conducted on military premises, involve expense to the Federal government, nor involve use of military equipment, personnel, or supplies. Military personnel may not be employed by Medical Department officers involved in off-duty employment.

f. Off-duty employment shall not interfere, nor be in competition, with local civilian practitioners in the health professions and must be carried out in compliance with all applicable licensing requirements. To ensure this, a statement shall be provided from the appropriate local professional association indicating that there is a need for the individual's service in the community. Local licensing requirements are the responsibility of officers wishing to engage in private practice. Those engaging in private practice are subject to all requirements of the Federal narcotic law, including registration and payment of tax.

g. There may be no self-referral from the military setting to their off-duty employment on the part of military Medical Department officers.

h. No Medical Department office on active duty in off-duty employment may solicit or accept a fee directly or indirectly for the care of a member, retired member, or dependent of such members of the uniformed services as are entitled to medical or dental care by those services. Indirect acceptance shall be interpreted to include those fees collected by an emergency room or walk-in clinic staffed by a military medical officer. Entitled members must be screened and identified as such by the facility and their charges reduced to reflect that portion of the charges which are accounted for by the military medical officer's services. Nor may such a fee be accepted directly or indirectly for the care of Department of Veterans Affairs beneficiaries.

i. The Assistant Secretary of Defense (Health Affairs) has decreed that it will be presumed that a conflict of interest exists and, hence, CHAMPUS payments will be disallowed in any claim of a CHAMPUS provider who employs an active duty military member or civilian employee. The only two exceptions are:

(1) Indirect payments to private organizations to which physicians of the National Health Service Corps (NHSC) are assigned (but direct payments to the NHSC physician would still be prohibited).

(2) Payments to a hospital employing Government medical personnel in an emergency room provided the medical care was not furnished directly by the Government personnel.

j. Subsidiary obligations arising out of off-duty employment, such as appearances in court or testimony before a compensation board, which take place during normal working hours, shall be accomplished only while on annual leave.

k. These guidelines do not apply to the provision of emergency medical assistance in isolated instances. Also excluded are nonremunerative community services operated by nonprofit organizations for the benefit of all the community and deprived persons, such as a drug abuse program, program volunteer, venereal disease centers, and family planning centers.

l. Medical Department officers are expected to be aware of and comply with all other statutes and regulations pertaining to off-duty employment. Where doubt exists as to whether all applicable constraints have been considered, consultation should be effected with the local naval legal service office.

3. The local command has primary responsibility for control of off-duty employment by Medical Department officers. Guidelines above serve as a basis for carrying out this responsibility.

4. Medical Department officers requesting permission to engage in off-duty employment shall submit their request to the commanding officer on NAVMED 1610/1, Off-duty Remunerative Professional civilian Employment Request, and shall sign the Statement of Affirmation thereon in the commanding officer's presence or designee. Approval or disapproval by the commanding officer shall be indicated in the appropriate section of NAVMED 1610/1. Medical Department officers shall advise their off-duty employers that as military members they are required to respond immediately to calls for military duty that may arise during scheduled off-duty employment. The commanding officer's approval of an officer's request for off-duty employment may not be granted without written certification from the off-duty employer that he or she accepts the availability limitations placed on the Medical Department officer.

5. The requester shall inform the commanding officer in writing of any deviation in the stated request prior to the inception of any such changes.

6. Permission shall be withdrawn at any time by the commanding officer when such employment is determined to be inconsistent with the above guidelines. Where permission is withdrawn the officer affected shall be afforded an opportunity to submit to the commanding officer a written statement containing the Medical Department officer's views or any information pertinent to the discontinuance of the employment.

7. Reports are not required to be submitted to BUMED by field activities. However, during Medical and Dental Inspectors General visits or other administrative onsite visits, local command compliance with this article will be reviewed. In addition, adequate records should be maintained to provide summarized information as may be necessary for monitoring and evaluating the functioning of this program by BUMED or higher authority.

RESERVED

SUPPLEMENTAL PRICING WORKSHEET

In accordance with Section L, the Contracting Officer will use the information from this supplemental pricing worksheet to determine price realism. The total health care worker compensation reported on this supplemental pricing worksheet shall reflect the lowest acceptable compensation rate that will be paid to a health care worker upon contract or task order award. The task order awardee is not prohibited from paying a range of compensation rates to recruited health care workers in a particular labor category, but under no circumstances shall the compensation rate be lower than that included in the Supplemental Pricing Worksheet. A supplemental pricing worksheet shall be prepared for each separately priced CLIN/SLIN.

Minimum compensation the Health Care Worker will receive per hour:

	CLIN _____
i. Hourly Rate	\$ _____
ii. *Fringe Benefits	\$ _____
TOTAL HEALTH CARE WORKER	
COMPENSATION per hour	\$ _____

*Fringe Benefits include non-cash compensation provided to employees to comply with Department of Labor compensation.

Samples of fringe benefits include: 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowance.

Other fringe benefits offered but not listed above (please specify):

Signature

Date

Title

Organization

PAST PERFORMANCE TABLE

Contract Number	Description of Services & explain how its directly related and/or similar or relevant to this SOW	Number & type of health care workers	Location of Services	Dates of Services Provided	Name, organization address & telephone number of a verified POC at the federal state, local government or commercial entity for which the contract services were performed.

Describe any noteworthy successes, accomplishments, awards or commendations achieved during the described experience in providing services, and any other information the offeror considers relevant to its corporate experience. The Government will accept no more than one single spaced page.

Response:

VOLUME II: MANAGEMENT PLAN
MANAGEMENT PLAN
Submitted by:

1. Identify the personnel, by name and title, who will be responsible for overall contract management.

Response:

2. Describe the process by which the contractor will provide effective and responsive support to contractor healthcare workers for personnel matters such as pay, benefits, scheduling, leave approval, and unscheduled absences. The process should consider the distance of the contractor management personnel from the performance site and the means and frequency of communication with the healthcare workers.

Response:

3. Identify the personnel, by name and title, who will be responsible for managing and submitting to the Government the schedule of contractor personnel.

Response:

4. Describe the process by which notification and backfill of unplanned absences by contractor personnel will be implemented, including the names and titles of responsible personnel.

Response:

5. Describe the process by which the contractor will ensure compliance with hospital privileging requirements, for both initial privileging and continuing maintenance of up-to-date credentials. Identify the personnel, by name and title, who will be responsible for the credentialing process.

Response:

Personal Qualifications Statement – Emergency Medicine Physician

1. Every item on the personal qualifications Statement must be addressed. Please sign and date where indicated. Any additional information required may be provided on a separate sheet of paper (indicate by number and section the question(s) to be addressed).

2. The information you provide will be used to determine your acceptability based on Section C, paragraph 9 of the solicitation.

3. After contract award, all of the information you provide will be verified during the credentialing process. At that time, you will be required to provide documentation verifying your qualifications as specified in BUMEDINST 6320.66C and in accordance with its Appendices B and R. If you submit false information, the following may occur:

a) Your contract may be terminated for default. This action may initiate the suspension and debarment process, which could result in the determination that you are no longer eligible for future government contracts.

b) You may lose your clinical privileges. If that occurs, an adverse credentialing action report will be forwarded to your State licensing bureau and the National Practitioners Databank.

4. Health certification. Individuals providing services under government contracts are required to undergo a physical exam 60 days prior to beginning work. The exam is not required prior to award but is required prior to the performance of services under contract. By signing this form, you have acknowledged this requirement.

5. Practice information:

	<u>YES</u>	<u>NO</u>
1. Have you ever been the subject of a malpractice claim? (indicate final disposition of case in comments)	___	___
2. Have you ever been a defendant in a felony or misdemeanor case? (indicate final disposition of case in comments)	___	___
3. Has your license to practice or DEA certification ever been revoked or restricted in any state?	___	___

If any of the above is answered "yes" attach a detailed explanation. Specifically address the disposition of the claim or charges for numbers 1 and 2 above, and the state of the revocation for number 3 above.

Privacy act statement

Under 5 U.S.C. 552a and executive order 9397, the information provided on this page and the personal qualifications statement is requested for use in the consideration of a contract; disclosure of the information is voluntary; failure to provide information may result in the denial of the opportunity to enter into a contract.

I understand the provisions of the Privacy Act of 1974 and Executive Order 9397 as related to me through the foregoing statement.

_____(signature) _____(mm/dd/yy)
(date)

Personal Qualifications Statement – Emergency Medicine Physician

Page 2

I. General Information

Name: _____ SSN: _____

Last First Middle

Address: _____

Phone: _____

Medical Information

YES **NO**

1. Do you have any physical or mental impairment that could limit your clinical practice?

2. Have you been hospitalized for any reason during the past 5 years?

3. Are you currently receiving or have you ever received formal mental health therapy or treatment?

4. Are you currently receiving, or have you in the past ever received, treatment or therapy for any alcohol or drug-related condition?

5. Have you ever been unlawfully involved in the use of controlled substances?

Provide explanation for each "Yes" answer above:

II. Professional Education: (Section C, paragraphs 9.1.1 and 9.1.8):

Medical Degree from: _____

(Name of accredited school and location)

Date of degree: _____ (mm/dd/yy)

Residency Training : _____

Specialty

_____ Date of Completion (mm/dd/yy)

Residency Training: _____

Specialty

_____ Date of Completion (mm/dd/yy)

Provide information regarding additional degrees: _____

III. Professional Licensure and Certification (Section C, paragraphs 9.1.2 through 9.1.8):

Board Certification: _____
Specialty Date of Certification (mm/dd/yy)

Board Certification: _____
Specialty Date of Certification (mm/dd/yy)

	State	Date of Expiration
Medical License		
Medical License		
Medical License		
Medical License		

BLS: _____
Date of Certification (mm/dd/yy) Date of Expiration (mm/dd/yy)

ALS: _____
Date of Certification (mm/dd/yy) Date of Expiration (mm/dd/yy)

ATLS: _____
Date of Certification (mm/dd/yy) Date of Expiration (mm/dd/yy)

PALS: _____
Date of Certification (mm/dd/yy) Date of Expiration (mm/dd/yy)

DEA: _____
Date of Certification (mm/dd/yy) Date of Expiration (mm/dd/yy)

IV. Professional Employment: list your current and preceding employers. (Section C, paragraph 9.1.8):

<u>Name and address of present employer</u>	<u>From</u>	<u>To</u>
----------------------------------------------------	--------------------	------------------

(1)

Names and addresses of preceding employers

	<u>From</u>	<u>To</u>
(2)		

	<u>From</u>	<u>To</u>
(3)		

Are you currently employed on a navy contract? If so where is your current contract and what is the position?
When does the contract expire?

V. Employment eligibility:

YES NO

Do you meet the requirements for U.S. Employment Eligibility?

VI. Professional References (Section C, paragraph 9.1.9):

Provide three letters of recommendation written within the last 2 years. Two of the letters must be from practicing physicians. One of the letters must be from clinic or hospital administrators. Letters must attest to the provider's clinical skills and professionalism and interpersonal skills among patients and staff and must include name, title, phone number, date of reference, address and signature of the individual providing reference.

VII. Additional medical certification, degrees or licensure: (optional)

Type of certification, degree or license and date of certification or expiration

VIII. I hereby certify the above information to be true and accurate:

(Signature) _____(mm/dd/yy)
(Date)

**Personal Qualifications Statement – Physician Extenders
(Physician Assistant and Nurse Practitioner)**

1. Every item on the personal qualifications Statement must be addressed. Please sign and date where indicated. Any additional information required may be provided on a separate sheet of paper (indicate by number and section the question(s) to be addressed).

2. The information you provide will be used to determine your acceptability based on Section C, paragraph 9 of the solicitation.

3. After contract award, all of the information you provide will be verified during the credentialing process. At that time, you will be required to provide documentation verifying your qualifications as specified in BUMEDINST 6320.66C and in accordance with its Appendices B and R. If you submit false information, the following may occur:

a) Your contract may be terminated for default. This action may initiate the suspension and debarment process, which could result in the determination that you are no longer eligible for future government contracts.

b) You may lose your clinical privileges. If that occurs, an adverse credentialing action report will be forwarded to your State licensing bureau and the National Practitioners Databank.

4. Health certification. Individuals providing services under government contracts are required to undergo a physical exam 60 days prior to beginning work. The exam is not required prior to award but is required prior to the performance of services under contract. By signing this form, you have acknowledged this requirement.

5. Practice information:

	<u>YES</u>	<u>NO</u>
1. Have you ever been the subject of a malpractice claim? (indicate final disposition of case in comments)	___	___
2. Have you ever been a defendant in a felony or misdemeanor case? (indicate final disposition of case in comments)	___	___
3. Has your license to practice or DEA certification ever been revoked or restricted in any state?	___	___

If any of the above is answered "yes" attach a detailed explanation. Specifically address the disposition of the claim or charges for numbers 1 and 2 above, and the state of the revocation for number 3 above.

Privacy act statement

Under 5 U.S.C. 552a and executive order 9397, the information provided on this page and the personal qualifications Statement is requested for use in the consideration of a contract; disclosure of the information is voluntary; failure to provide information may result in the denial of the opportunity to enter into a contract.

I understand the provisions of the Privacy Act of 1974 and Executive Order 9397 as related to me through the foregoing statement.

(signature) _____(mm/dd/yy)
(date)

Personal Qualifications Statement – Physician Extenders

Page 2

I. General Information

Name: _____ SSN: _____

Last First Middle

Address: _____

Phone: _____

Medical Information

YES **NO**

6. Do you have any physical or mental impairment that could limit your clinical practice?

7. Have you been hospitalized for any reason during the past 5 years?

8. Are you currently receiving or have you ever received formal mental health therapy or treatment?

9. Are you currently receiving, or have you in the past ever received, treatment or therapy for any alcohol or drug-related condition?

10. Have you ever been unlawfully involved in the use of controlled substances?

Provide explanation for each "Yes" answer above:

II. Professional Education: (Section C, paragraph 9.2.1 or 9.3.1):

Training Program: _____

(Name of accredited school and location)

Date of Training: _____ (mm/dd/yy)

III. Professional Licensure and Certification (List current, valid, and unrestricted) (Section C.9.2.2 and C.9.2.3 or C.9.3.2 and C.9.3.4):

Type of Certification: _____

_____ Date of Certification (mm/dd/yy)

BLS:

_____ Date of Certification (mm/dd/yy)

_____ Date of Expiration (mm/dd/yy)

IV. Professional Employment: list your current and preceding employers. Experience must total at least one year of Emergency Department experience within the last three years OR two years of Family Practice clinic experience within the last three years. (Section C, paragraph 9.2.4 or 9.3.5):

Page 3

T₀

To

T₀

_____(Signature) _____(mm/dd/yy)
(Date)

HEALTH CARE WORKER CERTIFICATE OF AVAILABILITY

I, _____ [NAME OF HEALTH CARE WORKER/PROVIDER] hereby certify that I have agreed to provide services as a _____ under this contract at (fill in the location) _____ as a subcontractor/employee (**CIRCLE ONE**) for _____ [NAME OF PRIME CONTRACTOR] for the salary of \$ _____ per hour (\$ _____ per annum). I am available to begin providing these services from _____, should the above named prime contractor be awarded this position.

Health Care Worker Signature Date

HEALTH CARE WORKER MUST CIRCLE EITHER SUBCONTRACTOR OR EMPLOYEE ABOVE.

TO BE COMPLETED BY THE OFFEROR

If my company is awarded a Task Order as a result of this solicitation, I verify that the above health care worker will be:

___ my employee, or

___ a subcontractor

Check one of the above.

Signature and title Date